

04- R **-1008**

RESOLUTION BY COMMUNITY DEVELOPMENT/ HUMAN RESOURCES COMMITTEE

June 7, 2004

AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH LITTLE LEAGUE BASEBALL, INCORPORATED (LEAGUE) FOR A PERIOD OF FOUR (4) YEARS WITH THE OPTION TO RENEW FOR ONE (1) TWO YEAR TERM UPON MUTUAL AGREEMENT BY BOTH PARTIES, FOR THE PURPOSE OF ESTABLISHING THE RIGHTS AND OBLIGATIONS OF THE CITY AND THE LEAGUE REGARDING THE PREMISES AND BALLFIELD AT MELVIN DRIVE PARK LOCATED IN SOUTHWEST ATLANTA, DISTRICT 11 OF THE CITY OF ATLANTA, GEORGIA ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND CULTURAL AFFAIRS; AND FOR OTHER PURPOSES.

Whereas, the League is a body corporate created, as aforesaid, by an Act of the Congress of the United States of America (viz., Public Law 88-378 (78 Stat. 3251)), which Act became law on July 16, 1964, is unofficially codified as 35 U.S.C. §§1071 et seq., and is hereinafter referred to as "the Act". By the express terms of the Act, the League exists to promote and develop the interest of young people in baseball as played in the format that was developed by the League, helping young people and developing qualities of citizenship and sportsmanship and using the discipline of the native American game of baseball to teach spirit and the competitive will to win, physical fitness through individual sacrifice, and the values of team play and wholesome well-being through healthful and social association with other youngsters under proper leadership. The Act specifies that no part of the income or assets of the League shall inure to the benefit of, or be distributable to, any member, officer, or director of the League during the life of the League, or upon its dissolution. The League enjoys the status of an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and is therefore exempt from taxation under Subtitle A of the Code; and

Whereas, the City is the owner of certain real property referred to as Melvin Drive Park, located in Southwest Atlanta, in District 11 of the City of Atlanta, Georgia. The Department has agreed to grant the League a permit to build at Melvin Drive Park a baseball field that complies with all League specifications (hereinafter the "Field"); and

Whereas, the League intends to build the Field upon receipt of funding made available through the League. As part of the Little League Baseball Urban Initiative Program, Popular Mechanics Magazine has agreed to donate Fifty Thousand Dollars (\$50,000.00) to the League for the construction of the Field; and

Whereas, the League has agreed to consider providing a Charter to form a local Little League (hereinafter the "Local Little League"). The Local Little League, in accordance with the rules and regulations of the League, shall apply for a Charter and submit it for

approval of the Charter Committee. If approved, the Local Little League will receive a Certificate of Charter good for one (1) year; and

Whereas, any child (boys and girls) under the age of 9 and 12 shall be permitted to join the local Little League.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

Section 1: That the Mayor be and is hereby authorized to enter in to an agreement with Little League Baseball, Incorporated (League) for a period of four (4) years with the option to renew for one (1) two year term upon mutual agreement by both parties, for the purpose of establishing the rights and obligations of the City and the League regarding the premises and ball field at Melvin Drive Park located in Southwest Atlanta, District 11 of the City of Atlanta, Georgia and to provide baseball programs for children (boys and girls) between the ages of 9-12, on behalf of the Department of Parks, Recreation and Cultural Affairs.

<u>Section 2</u>: That said agreement shall be prepared by the City Attorney as to form and prepared for the Mayor's signature, with the City of Atlanta incurring no liability thereunder until the agreement has been fully executed by the Mayor and delivered to Little League Baseball, Incorporated.

A true copy,

ADOPTED by the Council
APPROVED by the Mayor

JUN 07, 2004 JUN 14, 2004

AGREEMENT FOR THE FUNDING, DEVELOPMENT, AND USE OF A LITTLE LEAGUE BASEBALL FACILITY IN ATLANTA, GEORGIA,

2004 by and between LITTLE LEAGUE BASEB	ay of ALL,
INCORPORATED, a legal entity organized and existing under the laws of the UStates of America pursuant to a special act of Congress (hereinafter the "League" the City of Atlanta, Georgia, a Georgia municipal corporation (hereinafter the "Cacting by and through its Department of Parks, Recreation, and Cultural A (hereinafter referred to as the "Department") (collectively, "the Parties").	ity"),

WITNESSETH

WHEREAS, the League is a body corporate created, as aforesaid, by an Act of the Congress of the United States of America (viz., Public Law 88-378 (78 Stat. 3251)), which Act became law on July 16, 1964, is unofficially codified as 35 U.S.C. §§1071 et seq., and is hereinafter referred to as "the Act". By the express terms of the Act, the League exists to promote and develop the interest of young people in baseball as played in the format that was developed by the League; helping young people and developing qualities of citizenship and sportsmanship and using the discipline of the native American game of baseball to teach spirit and the competitive will to win, physical fitness through individual sacrifice, and the values of team play and wholesome well-being through healthful and social association with other youngsters under proper leadership. The Act specifies that no part of the income or assets of the League shall inure to the benefit of, or be distributable to, any member, officer, or director of the League during the life of the League, or upon its dissolution. The League enjoys the status of an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and is therefore exempt from taxation under Subtitle A of the Code; and

WHEREAS, the City is the owner of certain real property referred to as Melvin Drive Park, located in Southwest Atlanta, in District 11 of the City of Atlanta, Georgia. The Department has agreed to grant the League a permit to build at Melvin Park Drive a baseball field that complies with all League specifications (hereinafter the "Field"); and

WHEREAS, the League intends to build the Field upon receipt of funding made available through the League. As part of the Little League Baseball Urban Initiative Program, Popular Mechanics Magazine has agreed to donate Fifty Thousand Dollars (\$50,000.00) to the League for the construction of the Field; and

WHEREAS, the League has agreed to consider providing a Charter to form a

local Little League (hereinafter the "Local Little League"). The Local Little League, in accordance with the rules and regulations of the League, shall apply for a Charter and submit it for approval of the Charter Committee. If approved, the Local Little League will receive a Certificate of Charter good for one (1) year, and

WHEREAS, any child (boys and girls?) under the age of 9-12 shall be eligible to join the Local Little League.

NOW, THEREFORE, in consideration of the terms, covenants and conditions contained herein, the parties covenant, agree and represent as follows:

1. DESCRIPTION OF PREMISES

Subject to the terms and conditions hereinafter set forth, the City's property to be developed into the Field is that portion of Melvin Drive Park_located in Southwest Atlanta, in District 11 of the City of Atlanta, Georgia, as designated on the attached Exhibit "A" (hereinafter the "Premises"). Exhibit A is hereby incorporated herein by reference.

2. PURPOSE

In furtherance of the aforementioned objectives, the purpose of this Agreement is to establish the rights and obligations of the City and the League regarding the Premises and the Field, including its development and the funding thereof, and development. The purpose is also to lay the foundation for a cooperative working relationship between the Parties, and to establish the role of each Party in that relationship, as the Parties work together to further their common goal of funding, developing, operating, and maintaining the Field.

3. GENERAL AGREEMENTS: ROLE OF EACH PARTY IN WORKING RELATIONSHIP

The following is a list of agreements regarding the basic roles of the City and the League in their working relationship established by this Agreement.

- A. The City shall maintain ownership of the Premises and the Field.
- B. The City shall maintain its authority to make all final decisions regarding the Premises and the Field, but shall exercise this authority in the spirit of good faith cooperation with the League.
- C. All City decisions regarding the Premises and the Field shall be



made and communicated in writing by the Commissioner of the Department of Parks, Recreation and Cultural Affairs ("the Commissioner"), or her/his designee, unless the Commissioner, the City Attorney, the Atlanta Mayor or the Atlanta City Council determines that the decision should be made in some other manner.

- D. Project proposals and implementation plans for improvements and other initiatives on the Premises and Field shall be prepared by the League, based on available funds and this Agreement. The League shall comply with the City's review and approval process for Premises and/or Field projects, improvements and initiatives, said process to be established by the Commissioner. The League shall be responsible for determining any and all other governmental bodies and/or regulatory agencies from which approval must be obtained, and shall be responsible for obtaining that approval. The League shall not begin work on these projects, improvements or other initiatives until it has successfully completed the City's review and approval process, and it has received written approval from any other governmental body or regulatory agency from which approval is required.
- E. When a decision regarding the Premises is to be made solely by the Commissioner, the Commissioner shall review, provide feedback on, and if appropriate, provide approval of any and all submissions by the League within thirty days of receipt thereof. In the event that the approval process requires more than Commissioner approval, as determined pursuant to section IIC above, this thirty day time limit shall not apply.
- F. The City shall have the right to oversee all work performed upon the Premises and/or Field, including but not limited to projects, construction of capital improvements, landscaping, and other initiatives.
- G. Other parties may contribute to the improvement of the Premises and/or Field, as long as all gifts are in conformance with this Agreement and subject to City approval and oversight.
- H. Though the City has the right to oversee all work being performed at the Premises and/or Field by or on behalf of the League, it is not obligated to do so. In addition, though the City has the right to suspend a Premises/Field project being performed by or on behalf of the League if the project creates a safety hazard, it is not obligated to inspect the work to determine if a safety hazard exists,



and shall not be deemed liable by the League in the event that the City does not detect a safety hazard. The quality and safety of the work performed by or on behalf of the League is the responsibility of the League and not the City.

- The City shall be responsible for any claim, damage, loss or I. expense arising from the Premises and/or Field that is attributable to intentional or negligent acts, errors, or omissions by the City, its consultants/contractors or their officers, agents or employees, or, its consultants'/contractors' subconsultants/subcontractors, or their officers, agents or employees. The League shall be responsible for any claim, damage, loss or expense arising from the Premises and/or Field that is attributable to intentional or negligent acts, errors, or omissions by the League, its consultants/contractors or their officers, agents or employees, or, its consultants'/contractors' subconsultants/subcontractors, or their officers, agents or employees. Neither this Agreement, nor this provision specifically, shall waive the City's nor the League's right to be indemnified, defended and/or held harmless by consultants, contractors, their subconsultants and/or subcontractors, the officers, agents or employees of those companies, or any one else performing work at or related to the Premises and/or Field.
- J. Any personnel employed by or volunteering on behalf of the League shall be deemed "employees" or "volunteers" respectively of the League, and shall not be deemed employees or volunteers of the City. The League shall remain responsible for the supervision, management and control of such employees and volunteers and any payroll, taxation or other employment obligation incident to their work.
- K. The League shall maintain general liability insurance in the amount of \$1,000,000 (Tarik) bodily injury and property damage combined single limit, regarding all work performed at the Premises and/or Field by the League's volunteers, contractors and subcontractors, including but not limited to demolition and construction work. The City shall be covered as an additional insured under the general liability insurance policy, and such insurance shall be primary with respect to the additional insured.
- L. The City and the League shall not discriminate based upon race, creed, color, religion, sex, national origin, marital status, age, physical handicap, sexual orientation, or gender identity in the acceptance of players, members, volunteers, coaches, or any other form of implementation of this Agreement.

M. The League shall maintain records and accounts in connection with the performance of this Agreement that will accurately document all funds received by the League and all costs incurred by the League, both direct and indirect, of whatever nature, for a period of three (3) years from the expiration of this Agreement unless otherwise specified by applicable law. The City of Atlanta or its designated representatives shall have the right to examine and copy the records and accounts at all reasonable times, with advance notification. The City reserves the right to audit the League's records and accounts. Any such audit will be commenced within one year of the expiration of this Agreement.

4. City Responsibilities

In addition to the responsibilities listed above, the City shall have the following responsibilities:

- A. Maintain the full range of existing commitments to the Premises and Field, including basic maintenance, litter control, and utilities commitments, and provide a letter reflecting those commitments to the League for fundraising purposes.
- B. Provide maintenance of the Premises' and Field's infrastructure.
- C. Provide sanitation services for the Premises and Field at no cost to the League. Sanitation services shall include weekly garbage collection.
- D. Provide, or arrange and pay for provision of utilities for the Premises and Field.
- E. Make certain that all funds committed by the City to the Premises and Field are used effectively, efficiently, and as intended.

5. League Responsibilities

In addition to the responsibilities listed above, the League shall have the following responsibilities:

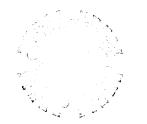
A. Develop, design, construct, and improve the Premises, and specifically construct the Field on the Premises, in accordance with the specifications attached hereto as Exhibit "B" (the "Project). Exhibit B is hereby incorporated herein by reference.



- B. Operate and manage the Field consistent with this Agreement.
- C. In addition to the City's performance of routine maintenance, provide additional maintenance throughout the year so that the Field remains in a safe and attractive condition, and so that all capital improvements are adequately maintained to protect the investments made. The League shall submit a seasonal maintenance plan to the Commissioner once every three months, no later than January 1, April 1, July 1, and October 1 of each year. The maintenance plan shall set forth the Field maintenance activities that the League proposes to perform, or have performed, in the upcoming three months, and the League shall not begin said maintenance until the maintenance plan is approved in writing by the Commissioner.
- D. Maintain lights on the Field throughout the year.
- E. Implement the projects, improvements and other initiatives that have been approved as set forth in section 2 above.
- F. Popular Mechanics Magazine has donated Fifty Thousand Dollars (\$50,000.00) to the League for the design and construction of the Field. The League shall have primary responsibility for raising additional funds necessary to operate and maintain the Field. The League will oversee the use of funds it raises, making certain that the funds are utilized consistent with this MOU.
- G. Upon written request of the Local Little League, and provided that said Local Little League meets the League's Charter requirements, issue a Certificate of Charter to the Local Little League, good for one (1) year.
- H. Make certain that all funds committed by or to the League for use regarding the Field and/or Premises are used effectively, efficiently, and as intended.

6. League Responsibilities Regarding Field Construction

- A. The League will subcontract for the construction and construction management of the Project.
- B. The League has entered into an agreement with Park pride Atlanta, Inc. (hereinafter "Park Pride"), a corporation contractually authorized to act on behalf of the City as liaison, fund-raiser, and coordinator of various park programs. A copy of the contractual



agreement between the City and Park Pride is attached hereto as Exhibit "C", and is incorporated herein by reference. Park Pride will work with the League on the Project as described below in section 6C.

- C. Specific construction responsibilities of the League include the following:
- (1) Prepare or cause to be prepared a contract containing the terms and conditions of the construction for the Project (the "Contract"), between the League and the contractor.
- (2) Solicit or cause to be solicited bids and/or proposals for the Contract or other work that may be required for the Project.
- (3) Engage or cause to be engaged the services of development, architectural, engineering and such other design and/or construction consultants as may be necessary for the implementation and completion of the Project.
- (4) In consultation with the representative of Park Pride, examine any and all documents that may be submitted by the City, the Department, or the contractor and render decisions pertaining thereto with reasonable promptness to avoid delay in the completion of the Project.
- (5) Comply with the requirements set forth by the City's Bureau of Risk Management regarding the types and amounts of insurance and bonds to be provided by the contractor or other consultants working on the Project, or performing any other work on the Premises and/or Field, including providing sufficiency of documentation showing that such coverage exists throughout the Project.
- (6) Require and procure, or cause to be procured from the contractor, and any other person or entity performing work at the Premises or Field, waivers of all liens or rights of lien for labor and materials furnished regarding work performed at or related to the Field.
- (7) Apply the donation from Popular Mechanics Magazine to pay the costs of the Project.
- (8) Designate an authorized League representative to act on the League's behalf with respect to the Project, for the purpose of



attending meetings, examining documents, and rendering timely decisions with respect to the Project.

5. TERM

Subject to the terms, covenants and conditions of this Agreement, the Department agrees that the League and the Local Little League, with an approved Charter, shall have the right to utilize the aforementioned Field during the period of February 1 through July 31 of each year, for a term of four (4) years. Said four (4) year term shall be deemed to have commenced immediately prior to the League's construction on and improvement of the Premises, and specifically on August 1, 2003.

Upon mutual agreement of the Parties, the Parties may renew this Agreement for one (1) two-year term. To initiate the renewal process, the League shall submit a written request to the Commissioner, at the address listed herein below, not less than six (6) months prior to the initial expiration date of this Agreement. The Department will review the Local Little League's operations at the Field in respect to the Department's and community's recreational programming needs at that time in determining whether to recommend to the Atlanta City Council that the requested extension be approved.

Following the expiration of this Agreement, and until such time as either the City or the League terminates the League's occupancy, or until such time as a new written Agreement is executed by both parties, the League's possession of the Field will be as a month-to-month tenant upon the same terms as specified in this Agreement, except for the term of the tenancy. Such month-to-month tenancy may be terminated by the League or the City upon ninety (90) days' written notice.

6. **CONSIDERATION**

The City shall charge no rent to the League or the chartered local Little League for the use of the Premises/ Field. It is understood and agreed that the sole consideration for this Agreement will be the public benefit to be realized by the donation of the funding and the development of the Premises for organized youth sports, the League's maintenance and operation of the Field, and the local Little League's continued use of the Field.

7. OBLIGATION OF THE LOCAL LITTLE LEAGUE

The Local Little League must obtain and retain a Certificate of Charter each year of this Agreement in order to be eligible to use the Field.



8. OPERATION AND USE OF PREMISES

A. Use of Premises

The League shall have the right to use the Field throughout the year, but shall have priority use of the Field from February 1 through July 31 of each year that this Agreement is in effect. The Field shall be used by the League to permit a chartered Local Little League to conduct activities thereon, whereby such activities are for park and recreational purposes, and are consistent with the rules and regulations of the League. In addition, the League shall have the right to improve the Premises and/or the Field consistent with the purposes of this Agreement and the conditions contained herein, and with the prior written approval of Park Pride, and of the Commissioner, as described in section 3 above.

The City shall have priority use of the Field from August 1 through January 31 of each year. The City shall have use of the Field between February 1 through July 31 when its use does not conflict with the chartered local Little League's use of the Field.

Should the League be unable to organize a chartered Local Little League, or if the chartered Local Little League is for any reason unable to continue its use and operation of the Field, the City may take over use of the Field until a chartered Local Little League is able to use and operate the Field. However, if there is no chartered Local Little League that is able to use and operate the Field for a period of ninety days, this Agreement shall automatically terminate, and the League's rights as established herein shall cease.

B. Hours of Operation

In each year of the agreement, the Department will meet with the Local Little League to work out a schedule for the shared use of the Field by the Local Little League and the Department, including days of the week, and hours during the day for the forthcoming baseball season. The Chartered Local Little League shall have the right to use the Field for the purposes set forth above during the times designated and agreed to between the Department and the Local Little League. Hours of operation of the Field shall be in accordance with City Code of Ordinances and the Department rules and regulations, provided said Ordinances, and rules and regulations do not conflict with the terms of this Agreement. In the event of a conflict between said Ordinances, rules and regulations, and this Agreement, this Agreement shall control.



C. Compliance with Laws

The League shall take such reasonable measures as are necessary to assure that the Field is maintained, improved, managed, operated, and utilized in material compliance with all applicable laws, ordinances, rules, orders and regulations.

9. SUSPENSION OF WORK AND TERMINATION OF AGREEMENT

- A. In the event that the City determines that any work being performed on the Premises or Field, or any failure to perform work on the Premises or Field, is inconsistent with this Agreement, and/or the project, improvement, or initiative plans approved as set forth in section 3 above, the City shall immediately contact the League in writing and shall articulate the corrective action required. The City shall state the number of days that the League shall have to implement the corrective action, and shall make such determination based upon the seriousness of the matter, the safety implications of the matter, and the amount of time that it would reasonably take to implement that type of correction. The City shall be reasonable with regard to granting extensions of time if the League indicates that it needs additional time and is making a good faith effort to implement the corrective action.
 - 1. The League shall use its best efforts to implement the corrective action within the time set forth by the City in its written notice. In the event that the League needs additional time to implement the corrective action, it shall request an extension of time for a defined time period.
 - 2. In the event that the League does not make a good faith effort to implement the corrective action within the time frame established by the City, either originally or in an extension of time, the City shall have the right to suspend the offending project until the corrective action is implemented, at no cost to the City.
 - 3. In the event that the offending action is a failure to perform work, including but not limited to maintenance work, and in the event that the League does not make a good faith effort to implement the corrective action within the time frame established by the City, either originally or in an extension of time, the City shall have the right to perform the work or direct that the work be performed. The League shall reimburse the City for the reasonable cost of

performing the work.

- 4. In the event that the City and the League disagree about the corrective action to be implemented, the Parties shall attend Alternative Dispute Resolution ("ADR") in an attempt to resolve the matter. The work at issue shall be suspended until the completion of the ADR.
- 5. Should the Parties be unable to resolve the corrective action issue after ADR, the City shall have the right to terminate this Agreement for cause, at no cost to the City.
- B. In the event that the City determines that any work being performed on the Field creates a safety hazard, the City shall suspend the work immediately and shall bear no cost associated with the suspension. The City shall immediately notify the League, in writing and by telephone, that the work has been suspended and the corrective action required. The work shall remain suspended until the corrective action is implemented.
- C. In the event that the City determines that any failure to perform work on the Field is creating a safety hazard, the City shall close the Field, and shall bear no cost associated with the closure. The City shall immediately notify the League, in writing and by telephone, that the Field has been closed and the corrective action required. The Field shall remain closed until the corrective action is implemented.
- D. Either Party shall have the right to terminate this Agreement without cause at any time prior to the Agreement's expiration by giving written notice to the other Party at least thirty (30) days prior to the date such termination is to be effective. Should the City terminate this Agreement prior to its expiration, the City shall reimburse the League for the reasonable and proper unamortized costs of the capital improvements, if any, made by or at the cost of the League and approved in writing by the Commissioner. The League must document the costs of any and all capital improvements in a form and detail satisfactory to the Commissioner and submit same within 30 calendar days following completion of the work for review and approval, for the purpose of establishing the unamortized costs of the improvements. The capital costs of the improvements shall be amortized based upon a straight-line depreciation schedule over the initial term of this Agreement, with zero salvage value.
- E. This Agreement shall expire in accordance with its terms and

conditions unless earlier terminated by either party for a material breach or default, or for any other reason set forth in this Agreement. In the event of material breach or default, other than for the reasons discussed specifically in this section 9, or in section 8A above, the non-breaching or non-defaulting party may terminate this Agreement by giving written notice of such default or breach and termination to the other party at least ninety (90) days prior to the effective date thereof. The Agreement shall be terminated at the end of the time specified in the notice of breach or default, unless within such period the breach or default is cured. Notice is to be deemed given upon the mailing, certified, thereof to the recipient at its address listed herein below.

10. ASSIGNMENT, SUBLETTING AND BANKRUPTCY

Neither the League nor its Chartered Local Little League shall sublet the Premises or any portion thereof, or allow the same to be used by any other person or organization for any other use than herein specified, or assign this Agreement, or transfer, assign, or in any manner convey any of the rights or privileges herein granted without written consent of the Commissioner. The Commissioner's consent to one assignment shall not be deemed to be a consent to any subsequent assignment. Any assignment or subletting shall be void, and shall, at the option of the Commissioner, terminate this Agreement.

Neither this Agreement nor the rights herein granted shall be assignable by any process or proceedings in any court, or by attachment, execution, proceedings in insolvency or bankruptcy, either voluntary or involuntary, or receivership proceedings.

11. INDEMNIFICATION

In addition to its agreement to obtain and maintain insurance, as set forth herein below, the League agrees to indemnify, defend and hold harmless the City, its officers, agents and employees, from: 1) any and all losses, expenses, demands, damages, and claims against the City, and/or its officers, agents and/or employees, which arise out of any intentional bad act or omission, or out of any negligent act or omission of the League, or of any contractor or subcontractor of the League, or of any of the League's officers, agents, or employees; and 2) any and all losses, expenses, demands, damages, and claims which result from any condition created or maintained by the League, or by any contractor or subcontractor of the League, or by any of the League's officers, agents, or employees, which condition was not specified to be created or maintained by this Agreement. The League further agrees that this promise to indemnify and hold harmless the City, its officers, agents and employees shall not be limited to

the limits or terms of the liability insurance required under this Agreement. Lastly, the League shall incorporate a copy of these Hold Harmless requirements in each and every contract with each and every contractor and sub-contractor of any tier, except that the name of the contractor or subcontractor shall be substituted for the word "League".

12. INSURANCE

The following insurance requirements must be met by the League, and by every contractor and subcontractor that performs work related to the Premises and/or Field for or on behalf of the League, and shall be included in a contract between the League and each of its contractors and subcontractors. Compliance is required by all contractors of any tier. Insurance requirements are based on information received as of the date of this Agreement. The CITY reserves the right to adjust or waive any or all requirements based on receipt of additional information pertinent to this Agreement.

- A. The League shall not allow its contractors or subcontractors to commence any work of any kind pursuant to this Agreement until all Insurance requirements contained in this Agreement shall have been complied with, and until evidence of such compliance satisfactory to the City as to form and content has been filed with the City. The Accord Certificate of Insurance or a pre-approved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.
- B. Any and all companies providing insurance required pursuant to this Agreement must meet the minimum financial security requirements set forth below. These requirements conform to the ratings published by A.M. Best & Company in the current Best's Key Rating Guide Property Casualty. The ratings for each company must be indicated on the Accord Certificate of Insurance form. For all contracts, regardless of size, companies providing Insurance under this agreement must have a current:
 - i. Best's Rating not less than A-; and current;
 - ii. Best's Financial Size Category not less than Class IX; and
 - iii. Authorization issued by the Insurance Commissioner, State of Georgia, to conduct and transact insurance contracts.

If the issuing company does not meet these minimum requirements, or for any other reason shall be or become unsatisfactory to the City, written notification shall be mailed by



the City to the League, who shall promptly itself, or require its contractor to, obtain a new policy issued by an insurer acceptable to the City, and shall submit evidence of the same to the City as required herein.

C. Workers' Compensation and Employer's Liability Insurance

Every contractor and subcontractor that performs work related to the Premises and/or Field for or on behalf of the League shall procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits, such insurance to cover each and every employee who is or may be engaged in work related to the Premises and/or Field:

Workers' Compensation Statutory

Employer's Liability

Bodily Injury by Accident/Disease \$100,000 each accident Bodily Injury by Accident/Disease \$100,000 each employee

Bodily Injury by Accident/Disease \$500,000 policy limit

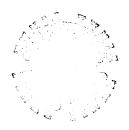
D. Automobile Liability Insurance

Every contractor and subcontractor that performs work related to the Premises and/or Field for or on behalf of the League shall procure and maintain Automobile Liability Insurance with not less than \$500,000 Bodily Injury and Property Damage combined single limit. The following extensions of coverage shall be provided and shall be indicated on the Certificate of Insurance:

- 1. Comprehensive Form
- 2. Owned, Hired, Leased and Non-owned vehicles to be covered.

In the event the contractor or subcontractor does not own any automobiles in the corporate name, non-owned and hire automobile coverage will be maintained in the amount indicated above.

E. Upon failure of the League to ascertain that each of its contractors and subcontractors furnishes, delivers, and maintains such insurance as herein provided, this Agreement, at the election of the City, may be declared forthwith suspended, discontinued, or



terminated. Failure of a League's contractor or subcontractor to take out and/or to maintain any required insurance shall not relieve the League, its contractors or subcontractors, from any liability under this Agreement, nor shall these requirements be construed to conflict with the obligation of this Agreement concerning indemnification.

- F. The City shall be covered as an additional insured under any and all Insurance required pursuant to this Agreement, and such insurance shall be primary with respect to the additional insured. Confirmation of this shall appear on the Accord Certificate of Insurance and on any and all applicable Insurance policies.
- G. Each and every agent acting as Authorized Representative on behalf of a company affording coverage pursuant to this Agreement shall warrant when signing the Accord Certificate of Insurance that specific authorization has been granted by the company for the agent to bind coverage as required and to execute the Accord Certificate of Insurance as evidence of such coverage. In addition, each every agent shall warrant when signing the Accord Certificate of Insurance that the agent is licensed to do business in the State of Georgia and that the company or companies are currently in good standing in the State of Georgia.

13. WAIVER

The waiver by the City or Department or the League of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or of any subsequent breach of the same or any other term, covenant, or condition herein contained.

14. DAMAGED PREMISES - THE DEPARTMENT'S OBLIGATION

In the event that the Field or a significant portion thereof is destroyed by fire, earthquake, or other casualty, so that the Premises and/or Field become inoperable or unusable, neither the City nor the League shall be under any obligation to restore the Premises or Field, and the City shall be under no obligation to provide alternate park facilities. Should the Department and the League decide not to repair the Field, this Agreement shall terminate as to both of the parties hereto and shall be of no further force and effect from and after the date of such destruction. In the event the Field or any related facilities including, but not limited to, signage, lighting, if any, scoreboards, or any other item related to the Field, suffers any damages of any kind whatsoever which do not render the Field unusable, as set forth above, the League shall, within thirty (30) days, repair the Field to its original condition, normal wear and tear excluded.



15. REMEDIES

In the event that any dispute arises in the interpretation of the performance of the terms of this Agreement, it is understood and agreed by and between the parties thereto that the League and the Department will meet to discuss the dispute in an effort to come to a final resolution. In the event the League and the Department do not resolve the dispute, the Parties shall attend ADR in an attempt to resolve the matter. Nothing in this section shall be deemed to alter the ADR procedure to be utilized pursuant to section 6A4 and 6A5 above.

The League and the Department covenant to cooperate with one another in all reasonable respects necessary to consummate the transaction contemplated by this Agreement, and each will take all reasonable action within its authority to secure cooperation of its officials, officers, agents, and other third parties.

16. <u>THE DEPARTMENT REPRESENTATIVE AND CHANNELS OF COMMUNICATION</u>

Unless otherwise notified by the Department in writing, all submittals by the League to the City shall be addressed to:

City of Atlanta

Commissioner, Department of Parks, Recreation and Cultural Affairs 675 Ponce De Leon Avenue, Suite 800 Atlanta, Georgia 30308

Telephone: 404-8176788

Unless otherwise notified by the League in writing, all submittals by the City to the League shall be addressed to:

Chief Executive Officer Little League Baseball, Incorporated P.O. Box 3485 Williamsport, Pennsylvania 17701 Telephone: (570) 326-1921

All notices and approvals required or given pursuant to this Agreement shall be in writing.

17. EXHIBITS

The following Exhibits are attached hereto and are incorporated herein by reference and form a part of this Agreement.

- A. Diagram of Premises.
- B. Specifications for the design and construction of the Fieldand related improvements.
- C. A copy of the Contractual Agreement between the City and Park Pride.

18. <u>COMPLETE AGREEMENT</u>

This Agreement contains the full and complete agreement between the two (2) Parties. No verbal agreement or representation by any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement.

IN WITNESS WHEREOF, Little League Baseball, Incorporated, and the City Atlanta have executed this Agreement, each by its proper and duly authorized officers.			
this day of	, 2004.		
(Signatures on Next Page)			
ATTEST:	LITTLE LEAGUE BASEBALL, INCORPORATED		
Sworn to and subscribed			
Before me this day			
of, 2004.			
Notary Public	Stephen D. Keener,,		
-	President and		
	Chief Executive Officer		

ATTEST:

CITY OF ATLANTA:

Municipal Clerk (Seal)

SHIRLEY FRANKLIN, MAYOR

RECOMMENDED:

APPROVED:

Chief Financial Officer

APPROVED AS TO FORM:

APPROVED:

Senior Assistant City Attorney

Chief Procurement Officer

Atlanta City Council

Regular Session

CONSENT I CONSENT I PG(S)1-17, EXCEPT: 04-R-1017 04-O-0932 04-O-0933 04-R-0986 ADOPT

YEAS: 13
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 0
EXCUSED: 1
ABSENT 1

E Smith Y Winslow Y Shook Y Martin Y Mitchell B Starnes Y Archibong Y Muller Y Maddox Y Norwood Y Young Y Fauver Y Moore Y Mosley Y Willis

		6-07-04 Council Meeting
ITEMS ADOPTED	ITEMS ADOPTED	ITEMS ADVERSED
ON CONSENT	ON CONSENT	ON CONSENT
OIT COITED TT		
1. 04-O-0802	43. 04-R-1023	83. 04-R-0975
2. 04-O-0803	44. 04-R-1024	84. 04-R-0976
3. 04-O-0804	45. 04-R-1025	85. 04-R-0977
4. 04-O-0877	46. 04-R-0979	86. 04-R-0978
5. 04-O-0930	47. 04-R-0980	
6. 04-O-0924	48. 04-R-0981	
7. 04-O-0929	49. 04-R-0982	
8. 04-O-0787	50. 04-R-0983	
9. 04-O-0654	51. 04-R-0984	
10. 04-O-0655	52. 04-R-0985	
11. 04-O-0817	ITEMS ADVERSED	
12. 04-O-0818	ON CONSENT	
13. 04-O-0819	53. 04-R-0944	
14. 04-O-0820	54. 04-R-0945	
15. 04-O-0939	55. 04-R-0946	
16. 04-R-1002	56. 04-R-0947	
17. 04-R-1003	57. 04-R-0948	
18. 04-R-1004	58. 04-R-0949	
19. 04-R-1005	59. 04-R-0950	
20. 04-R-1010	60. 04-R-0951	
21. 04-R-1011	61. 04-R-0952	
22. 04-R-1012	62. 04-R-0953	
23. 04-R-1015	63. 04-R-0954	
24. 04-R-0935	64. 04-R-0955	
25. 04-R-1008	65. 04-R-0956	
26. 04-R-1000	66. 04-R-0957	
27. 04-R-1001	67. 04-R-0958	
28. 04-R-0942	68. 04-R-0959	
29. 04-R-0927	69. 04-R-0960	
30. 04-R-0943	70. 04-R-0962	
31. 04-R-1019	71. 04-R-0963	
32. 04-R-0635	72. 04-R-0964	
33. 04-R-0989	73. 04-R-0965	
34. 04-R-0991	74. 04-R-0966	
35. 04-R-0993	75. 04-R-0967	
36. 04-R-0814	76. 04-R-0968	
37. 04-R-0926	77. 04-R-0969	
38. 04-R-0994	78. 04-R-0970	
39. 04-R-0995	79. 04-R-0971	
40. 04-R-0996	80. 04-R-0972	
41. 04-R-0997	81. 04-R-0973	
42. 04-R-0998	82. 04-R-0974	

⊠Consent □V Vote ☑RC Vote FINAL COUNCIL ACTION 2nd 1st & 2nd 3rd 四型是医型飞 JUN 07 2004 **MAYOR'S ACTION** CERTIFIED JUN 6 7 2004 MAYOR Fav, Adv, Held (see rev. side) Fov, Adv, Hold (see rev. side) Committee Committee Members Actions Rober To Member Refer To Chat 200 First Reading Fav. Adv. Held (see rev. side) Held (see rev. side) Committee Date Referred to Aember Actions Rofer To 10 to 10 1 į Chair INCORPORATED (LEAGUE) FOR A PERIOD OF FOUR (4) YEARS WITH THE OPTION TO RENEW FOR ONE (1) TWO YEAR TERM UPON MUTUAL AGREEMENT BY CITY AND THE LEAGUE REGARDING THE PREMISES AND BALLFIELD AT MELVIN DRIVE PARK LOCATED LISHING THE RIGHTS AND OBLIGATIONS OF THE CITY OF ATLANTA, GEORGIA ON BEHALF OF THE CULTURAL AFFAIRS; AND FOR CTHER PURPOSES. IN SOUTHWEST ATLANTA, DISTRICT 11 OF THE BOTH PARTIES, FOR THE PURPOSE OF ESTAB-AUTHORIZING THE MAYOR TO ENTER INTO AN ACREEMENT WITH LITTLE LEAGUE BASEBALL, DEPARTMENT OF PARKS, RECREATION AND RESOLUTION BY COMMUNITY DEVELOPMENT, ATOPTED BY JUN 0 7 2004 COUNCE. (De Not Write Above This Line) **04-** *ℓ* -1008 C abvertise a refer HUMAN RESOURCES COMMITTEE 🗆 Personal Paper Refer REGULAR REPORT REFER CONSENT REFER Date Referred **Sate Referred** Date Referred Referred To: Referred To: Referred Tot